

**R. J. REYNOLDS TOBACCO COMPANY
CARTON OUTLET RETAIL PARTNERS - BASE CONTRACT
NON-SELF-SERVICE**

Type of Organization: Corporation ☐ Sole Proprietor ☐ Partnership, Estate, Trust, etc. ☐

Is this a corporation exempt from backup withholding? Yes ☐ No ☐

Please use the appropriate line to fill in the name and Taxpayer Identification Number:

Corporation Name _____

EIN _____

or

Sole Proprietor's Name _____

S.S. No. _____

Sole Proprietor's Business Name _____

EIN _____

or

Partnership, Estate, Trust, etc. _____

EIN _____

Address (Number, street, and apt. or suite number) _____

Address (City, state, and ZIP code) _____

Certification:

Under penalties of perjury, I certify that:

- The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest on your tax return.

Store Name (Please Print) Jamesway Corporation

RJR Account No. 0937-00-00

Street Address 40 Hartz Way

RJR Territory No. 124060

City/State Secaucus, N. J.

Zip Code 07094

Cell Classification Discount

Branch (If Chain) Headquarters

Type	# Stores	Monthly Payment	Total Quarterly Dollar Amount
CT BASE NSS			\$
CT BASE NSS			\$
			\$
TOTAL			

6-13-95
Date Contract Signed

Retailer's Signature [Signature]

Title: _____

Contract Effective Date _____

R. J. REYNOLDS TOBACCO COMPANY

By: [Signature]

FUNCTION	FUNCTION	CONTRACT TYPE	PLAN	UNITS	RATE	EFFECTIVE MO/YR
A=ADD						
E=END						
D=DELETE						
C=CHANGE						

6/13/95
97
Lopez
Sims

**R. J. REYNOLDS TOBACCO COMPANY
CARTON OUTLET RETAIL PARTNERS - BASE CONTRACT
NON-SELF-SERVICE**

R. J. Reynolds Tobacco Company (RJR) is pleased to announce the following Retail Partners program, effective April 1, 1995, for all retail stores that meet the following criteria:

- 51% or more total industry volume sold by the carton.
- 225+ cartons industry brands and minimum 70 cartons of RJR brands sold per week.
- Distribution of all RJR brands in all price tiers as required.

Retailers not meeting the above requirements should discuss alternatives with an RJR representative.

PROGRAM ELEMENTS

- RJR Self-Service Package Merchandiser(s), including applicable signage.
- RJR (or approved) Non-Self-Service Carton Merchandiser, including applicable canopy signage.

ELEMENT REQUIREMENTS

- RJR Self-Service Package Merchandiser(s)
 - Loose pack merchandiser(s) for all brands available for sale, or RJR brands exclusively. Merchandiser(s) must include promotion/display area, and areas designated for RJR advertising. If merchandiser is exclusive RJR, space for RJR brands must also be maintained on industry merchandiser.
 - Merchandiser(s) will be located adjacent to an active checklane, as approved by an RJR representative.
 - Merchandiser(s) will be adequate in size to satisfy retailer sales of RJR and/or all industry brands.
 - RJR space on merchandiser(s), not including display space, will be equal to RJR's Share of Market, not less than 25%. Location of RJR brands will begin on top shelf of merchandiser(s) and continue on lower shelves in a contiguous manner, until space requirement is satisfied.
- RJR (or approved) Non-Self-Service Carton Merchandiser with canopy signage
 - Merchandiser will be adequate in size to satisfy retailer sales of all brands sold, as approved by an RJR representative.
 - Space for RJR brands will be equal to RJR Share of Market (minimum acceptable space as determined by RJR). Space requirement will be determined based on 7-high rows for top shelf and 5-high rows for all other shelves. RJR brands must occupy no less than one full 5-carton high row.
 - Location for RJR brands will begin on top shelf of merchandiser and continue on lower shelves in a contiguous manner, until space requirement is satisfied.
 - Merchandiser and canopy will include areas designated for RJR advertising.
 - Merchandiser must have designated sections for Full Price and Savings Brands.
- Other

RJR reserves the right for final approval of display/advertising types, sizes and locations.

ADDITIONAL REQUIREMENTS

- Retailer further agrees to:
 - Display RJR "Lowest" brands, if applicable
 - Provide RJR accurate volume information
 - Authorize primary and other suppliers to release brand style volume information to RJR.
 - Provide RJR share of available signage (excluding signage on displays/fixtures) equal to RJR Share of Market.
 - Ensure adequate quantity of RJR brands are maintained to minimize out of stock, including brands designated for display.
 - Provide RJR equal opportunity to place temporary promotional displays and signage, as requested.
 - Accept new RJR brand styles, as requested.
 - Permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
 - Allow RJR to adjust and divide allocated space as deemed necessary by an RJR representative.
- Permanent RJR advertising will be affixed to RJR displays/merchandisers utilized under this agreement. Retailer will not permit additional advertising of any kind, including that relating to retailer's own products, to be affixed to or above RJR merchandiser/security equipment utilized under this agreement.
- Restricting RJR's ability to display, promote or distribute RJR's brands or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of this agreement.
- RJR reserves the right to modify or terminate this agreement after notice to retailers. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

PAYMENT

RJR volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period.
RJR will pay qualifying retailer \$1.39 per month, for performance of all requirements under this agreement.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter, but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR.

Request for Taxpayer Identification Number and Certification

R. J. Reynolds Tobacco Company must backup withhold tax at the rate of 31% from payee if the payee fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for any calendar year. With an individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) or the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, trusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS Form 575 (Assignment of Employer Identification Number).

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**R. J. REYNOLDS TOBACCO COMPANY
CO-MARKETING PROMOTION ACCRUAL CONTRACT - CARTON OUTLET
TOTAL CATEGORY PARTNER**

51847 3698

Type of Organization: Corporation ☐ Sole Proprietor ☐ Partnership, Estate, Trust, etc. ☐

Is this a corporation exempt from backup withholding? Yes ☐ No ☐

Please use the appropriate line to fill in the name and Taxpayer Identification Number:

Corporation Name EIN

or
Sole Proprietor's Name S.S. No.

Sole Proprietor's Business Name EIN

or
Partnership, Estate, Trust, etc. EIN

Address (Number, street, and apt. or suite number)

Address (City, state, and ZIP code)

Certification:

Under penalties of perjury, I certify that:

- The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest on your tax return.

Store Name (Please Print) Jamesway Corporation RJR Account No. 0937-00-00

Street Address 40 Hartz Way RJR Territory No. 124060

City/State Secaucus, N. J. Zip Code 07094

Call Classification Discount Branch (if Chain) Headquarters

CIRCLE CORRECT PLAN UNDER APPROPRIATE WEEKLY RJR VOLUME CATEGORY							
OPTION 1	AA	BB	CC	DD	EE	FF	GG
Average RJR Weekly Volume	70-89	90-111	112-140	141-177	178-221	222-279	280+
RJR Co-Marketing Promotion Accrual	\$36	\$44	\$66	\$70	\$86	\$106	\$136
OPTION 2	AA	BB	CC	DD	EE	FF	GG
Average RJR Weekly Volume	70-89	90-111	112-140	141-177	178-221	222-279	280+
RJR Co-Marketing Promotion Accrual	\$54	\$66	\$84	\$106	\$129	\$162	\$204

CO-MKTG TYPE(S)	CO-MKTG PLANS	NUMBER OF QUALIFYING STORES	MONTHLY RATE	TOTAL QUARTERLY DOLLAR AMOUNT
CMFCT				
CMFCT				
CMFCTRJR				
CMFCTRJR				
TOTAL				

6-13-95
Date Contract Signed

Retailer's Signature [Signature]

Title:

Contract Effective Date

R. J. REYNOLDS TOBACCO COMPANY

By: [Signature]

FUNCTION	CONTRACT TYPE	PLAN	UNITS	EFFECTIVE MO/YR
FUNCTION				
A=ADD				
E=END				
D=DELETE				
C=CHANGE				

R. J. REYNOLDS TOBACCO COMPANY
CO-MARKETING PROMOTION ACCRUAL CONTRACT - CARTON OUTLET
TOTAL CATEGORY PARTNER

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce a Co-Marketing Promotion Accrual Program. The Co-Marketing Promotion Accrual Program is available for participating retailers to utilize in promoting selected RJR Full Price Brands and is designed to allow customization of promotions. Program eligibility is available to retail accounts that meet the following criteria:

- 51% or more total industry volume by the carton.
- 225+ cartons industry brands and minimum of 70 cartons of RJR brands sold per week.
- Distribution of all RJR brands in all price tiers as required.
- Qualifying elements of RJR's Carton Outlet Retail Partners Base Merchandising program as designated by an RJR Representative.
- Everyday Lowest Price in all price tiers on all RJR brands.
- Free standing temporary/permanent promotional display for RJR brands.

PROGRAM OPTIONS

Option 1: RJR Co-Marketing Promotion Accrual - monthly accrual based on RJR volume grid.

Option 2: RJR Co-Marketing Promotion Accrual with Retailer/RJR Match - monthly accrual with additional Retailer/RJR Match funds based on RJR volume grid.

ACCRUAL AS FOLLOWS:

MONTHLY ACCRUAL CALCULATION							
OPTION 1	AA	BB	CC	DD	EE	FF	GG
Average RJR Weekly Volume	70-89	90-111	112-140	141-177	178-221	222-279	280+
RJR Co-Marketing Promotion Accrual	\$36	\$44	\$66	\$76	\$96	\$108	\$136

MONTHLY ACCRUAL CALCULATION							
OPTION 2	AA	BB	CC	DD	EE	FF	GG
Average RJR Weekly Volume	70-89	90-111	112-140	141-177	178-221	222-279	280+
Retailer Match	\$18	\$22	\$28	\$38	\$43	\$54	\$68
RJR Co-Marketing Promotion Accrual	\$54	\$66	\$84	\$106	\$129	\$162	\$204
TOTAL ACCRUAL	\$72	\$88	\$112	\$140	\$172	\$216	\$272

PROGRAM OPTION REQUIREMENTS

OPTION 1

- Accrual process will begin on contract signing date if prior to the 15th day of the month. Sign up after the 15th day of the month will start accrual the following month.
- Co-Marketing Promotion Accrual funds are to be utilized to promote selected RJR Full Price Brands as designated by an RJR Representative.
- Promotional menu will be available to Total Category Partners at the discretion of RJR.
- All promotions require approval by RJR prior to implementation.
- Retailer reimbursement will occur as soon as practicable following successful completion of the subject pre-approved RJR Co-Marketing promotion.
- RJR Promotion Dollar Liability is limited to the allocated dollar amount of Co-Marketing Promotion Accrual as designated by RJR.
- Unused funds may be carried over to the subsequent quarter with prior approval by RJR.
- Funds not utilized for the designated year may not be carried over to the subsequent year.

OPTION 2

- All requirements/benefits stated in Option 1 are applicable to Option 2.
- Retailer must provide matching funds in an amount equal to 50% of Option 1 rate. Retailer match dollars are utilized in the same manner as RJR funds and are payable not later than individual promotion completion. RJR will provide additional funds in an amount equal to Retailer Match monies. RJR Match monies will be accrued on a monthly basis and are available for use on the same basis as the Option 1 funds.

ADDITIONAL REQUIREMENTS

- Display size, quantity, promotional timeframe, and promotional type will be approved by an RJR Representative.
- Promotional advertising associated with RJR Full Price Brands will be affixed to, or above each display, as approved by an RJR Representative.
- Retailer will not permit advertising of any kind, including that relating to retailers own products, to be affixed to RJR displays (temporary and/or permanent) without prior consent of RJR.
- Retailer agrees to maintain RJR displays and signage (temporary and/or permanent) in an unobstructed manner, in the location agreed upon by an RJR Representative. Changes in location of displays, or effectiveness of display location, will terminate this agreement.
- Retailer will provide RJR equal opportunity with its competitors to place temporary displays and temporary price/promotion signs as requested by an RJR Representative.
- Retailer further agrees that restricting RJR's ability to display, promote or distribute RJR brands, or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of this contract.
- Retailer will permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- RJR reserves the right to modify or terminate this contract after notice to retailer. In event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.
- Should retailer be disqualified under RJR's Retail Partners Merchandising programs, participation in the Co-Marketing Promotion Accrual program will be terminated.

Request for Taxpayer Identification Number and Certification

R. J. Reynolds Tobacco Company must backup withhold tax at the rate of 31% from payee if the payee fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for any calendar year. With an individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) or the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, trusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS Form 575 (Assignment of Employer Identification Number).

**R. J. REYNOLDS TOBACCO COMPANY
CARTON OUTLET RETAIL PARTNERS - BASE CONTRACT
SELF-SERVICE**

Type of Organization: Corporation ☐ Sole Proprietor ☐ Partnership, Estate, Trust, etc. ☐

Is this a corporation exempt from backup withholding? Yes ☐ No ☐

Please use the appropriate line to fill in the name and Taxpayer Identification Number.

Corporation Name _____

EIN _____

or

Sole Proprietor's Name _____

S.S. No. _____

Sole Proprietor's Business Name _____

EIN _____

or

Partnership, Estate, Trust, etc. _____

EIN _____

Address (Number, street, and apt. or suite number) _____

Address (City, state, and ZIP code) _____

Certification:

Under penalties of perjury, I certify that:

- The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest on your tax return.

Store Name (Please Print) Jamesway Corporation

RJR Account No. 0937-00-00

Street Address 40 Hartz Way

RJR Territory No. 124060

City/State Secaucus, N. J.

Zip Code 07094

Call Classification Discount

Branch (If Chain) Headquarters

Type	# Stores	Monthly Payment	Total Quarterly Dollar Amount
CT BASE SS			\$
CT BASE SS			\$
			\$
TOTAL			

6-13-95
Date Contract Signed

Retailer's Signature [Signature]

Title: _____

Contract Effective Date _____

R. J. REYNOLDS TOBACCO COMPANY

By: [Signature]

FUNCTION	CONTRACT TYPE	PLAN	UNITS	RATE	EFFECTIVE MO/YR
A=ADD					
E=END					
D=DELETE					
C=CHANGE					

6/13/95
SPMS
HSH

**R. J. REYNOLDS TOBACCO COMPANY
CARTON OUTLET RETAIL PARTNERS - BASE CONTRACT
SELF-SERVICE**

R. J. Reynolds Tobacco Company (RJR) is pleased to announce the following Retail Partners program, effective April 1, 1995, for all retail stores that meet the following criteria:

- 51% or more total industry volume sold by the carton.
- 225+ cartons industry brands and minimum 70 cartons of RJR brands sold per week.
- Distribution of all RJR brands in all price tiers as required.

Retailers not meeting the above requirements should discuss alternatives with an RJR representative.

PROGRAM ELEMENTS

- RJR Self-Service Package Merchandiser(s), including applicable signage.
- RJR (or approved) Self-Service Carton Merchandiser, including applicable canopy signage.

ELEMENT REQUIREMENTS

- RJR Self-Service Package Merchandiser(s)
 - Loose pack merchandiser(s) for all brands available for sale, or RJR brands exclusively. Merchandiser(s) must include promotion/display area, and areas designated for RJR advertising. If merchandiser is exclusive RJR, space for RJR brands must also be maintained on industry merchandiser.
 - Merchandiser(s) will be located adjacent to an active checklane, as approved by an RJR representative.
 - Merchandiser(s) will be adequate in size to satisfy retailer sales of RJR and/or all industry brands.
 - RJR space on merchandiser(s), not including display space, will be equal to RJR's Share of Market, not less than 25%. Location of RJR brands will begin on top shelf of merchandiser(s) and continue on lower shelves in a contiguous manner, until space requirement is satisfied.
- RJR (or approved) Self-Service Carton Merchandiser with canopy signage
 - Merchandiser will be adequate in size to satisfy retailer sales of all brands sold, as approved by an RJR representative.
 - Space for RJR brands will be equal to RJR Share of Market (minimum acceptable space as determined by RJR). Space requirement will be determined based on 7-high rows for top shelf and 5-high rows for all other shelves. RJR brands must occupy no less than one full 5-carton high row.
 - Location for RJR brands will begin on top shelf of merchandiser and continue on lower shelves in a contiguous manner, until space requirement is satisfied.
 - Merchandiser and canopy will include areas designated for RJR advertising.
 - Merchandiser must have designated sections for Full Price and Savings Brands.
- Other

RJR reserves the right for final approval of display/advertising types, sizes and locations.

ADDITIONAL REQUIREMENTS

- Retailer further agrees to:
 - Display RJR "Lowest" brands, if applicable
 - Provide RJR accurate volume information
 - Authorize primary and other suppliers to release brand style volume information to RJR.
 - Provide RJR share of available signage (excluding signage on displays/fixtures) equal to RJR Share of Market.
 - Ensure adequate quantity of RJR brands are maintained to minimize out of stock, including brands designated for display.
 - Provide RJR equal opportunity to place temporary promotional displays and signage, as requested.
 - Accept new RJR brand styles, as requested.
 - Permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
 - Allow RJR to adjust and divide allocated space as deemed necessary by an RJR representative.
- Permanent RJR advertising will be affixed to RJR displays/merchandisers utilized under this agreement. Retailer will not permit additional advertising of any kind, including that relating to retailer's own products, to be affixed to or above RJR merchandiser/security equipment utilized under this agreement.
- Restricting RJR's ability to display, promote or distribute RJR's brands or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of this agreement.
- RJR reserves the right to modify or terminate this agreement after notice to retailers. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

PAYMENT

RJR volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period.
RJR will pay qualifying retailer \$163 per month, for performance of all requirements under this agreement.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter, but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR.

Request for Taxpayer Identification Number and Certification

R. J. Reynolds Tobacco Company must backup withhold tax at the rate of 31% from payee if the payee fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for any calendar year. With an individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) or the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, trusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS Form 575 (Assignment of Employer Identification Number).

FINANCIAL REPORTING PARTNER
 FINANCIAL REPORTING PARTNER FINANCIAL REPORTING PARTNER FINANCIAL REPORTING PARTNER

Is this a corporation exempt from backup withholding? Yes No

or
Sole Proprietor's Name _____ S.S. No. _____

Partnership, Estate, Trust, etc. EN

Address (City, state, and ZIP code)

Under penalties of perjury, I certify that:

2. The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Call Classification	Discount	Branch (If Chain)	Headquarters
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	CO-MKTG TYPE(S)	CO-MKTG PLANS	NUMBER OF QUALIFYING STORES	MONTHLY RATE	TOTAL QUARTERLY DOLLAR AMOUNT
Option 1	CMFPK				
	CMFPK				
Option 2	CMFPKRJR				
	CMFPKRJR				
				TOTAL	

Title: _____

Contract Effective Date _____
By: C. N. Kraus

FUNCTION	CONTRACT TYPE										PLAN		UNITS		EFFECTIVE MO/YR	
A=ADD																
E=END																
D=DELETE																
C=CHANGE																

R. J. REYNOLDS TOBACCO COMPANY
CO-MARKETING PROMOTION ACCRUAL CONTRACT - PACK OUTLET
TOTAL CATEGORY PARTNER

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce a Co-Marketing Promotion Accrual Program. The Co-Marketing Promotion Accrual Program is available for participating retailers to utilize in promoting selected RJR Full Price Brands and is designed to allow customization of promotions. Program eligibility is available to retail stores that meet the following criteria:

- 51% or more total industry volume by the pack.
- 100+ cartons industry brands and minimum of 17 cartons of RJR brands sold per week.
- Distribution of all RJR brands in all price tiers as required.
- Qualifying elements of RJR's Pack Outlet Retail Partners Base Merchandising program as designated by an RJR Representative.
- Everyday Lowest Price in all price tiers on all RJR brands.

PROGRAM OPTIONS

Option 1: RJR Co-Marketing Promotion Accrual - monthly accrual based on RJR volume grid.

Option 2: RJR Co-Marketing Promotion Accrual with Retailer/RJR Match - monthly accrual with additional Retailer/RJR Match funds based on RJR volume grid.

ACCRUAL AS FOLLOWS:

MONTHLY ACCRUAL CALCULATION														
OPTION 1	AA	BB	CC	DD	EE	FF	GG	HH	I	JJ	KK	LL	MM	NN
Average RJR Weekly Volume	17-26	27-35	36-42	43-48	49-57	58-67	68-78	79-93	94-108	110-138	139-165	166-198	200-238	239+
RJR Co-Marketing Promotion Accrual	\$20	\$28	\$34	\$40	\$48	\$54	\$64	\$74	\$88	\$108	\$132	\$156	\$192	\$228

MONTHLY ACCRUAL CALCULATION														
OPTION 2	AA	BB	CC	DD	EE	FF	GG	HH	I	JJ	KK	LL	MM	NN
Average RJR Weekly Volume	17-26	27-35	36-42	43-48	49-57	58-67	68-78	79-93	94-108	110-138	139-165	166-198	200-238	239+
Retailer Match	\$10	\$14	\$17	\$20	\$23	\$27	\$32	\$37	\$44	\$54	\$68	\$79	\$96	\$113
RJR Co-Marketing Promotion Accrual	\$30	\$42	\$51	\$60	\$69	\$81	\$96	\$111	\$132	\$162	\$198	\$237	\$296	\$339
TOTAL ACCRUAL	\$40	\$56	\$68	\$80	\$92	\$108	\$128	\$148	\$176	\$216	\$264	\$316	\$392	\$452

PROGRAM OPTION REQUIREMENTS

OPTION 1

- Accrual process will begin on contract signing date if prior to the 15th day of the month. Sign up after the 15th day of the month will start accrual the following month.
- Co-Marketing Promotion Accrual funds are to be utilized to promote selected RJR Full Price Brands as designated by an RJR Representative.
- Promotional menu will be available to Total Category Partners at the discretion of RJR.
- All promotions require approval by RJR prior to implementation.
- Retailer reimbursement will occur as soon as practicable following successful completion of the subject pre-approved RJR Co-Marketing promotion.
- RJR Promotion Dollar Liability is limited to the allocated dollar amount of Co-Marketing Promotion Accrual as designated by RJR.
- Co-Marketing Promotion Accrual funds will be accrued by the month. Funds accrued during one calendar quarter are available for use in the immediately following calendar quarter.
- Unused funds may be carried over to the subsequent quarter with prior approval by RJR.
- Funds not utilized for the designated year may not be carried over to the subsequent year.

OPTION 2

- All requirements/benefits stated in Option 1 are applicable to Option 2.
- Retailer must provide matching funds in an amount equal to 50% of Option 1 rate. Retailer match dollars are utilized in the same manner as Option 1 funds and are payable not later than individual promotion completion.
- RJR will provide additional funds in an amount equal to Retailer Match monies. RJR Match monies will be accrued on a monthly basis and are available for use on the same basis as the Option 1 funds.

ADDITIONAL REQUIREMENTS

- Display size, quantity, promotional timeframe, and promotional type will be approved by an RJR Representative.
- Promotional advertising associated with RJR Full Price Brands will be affixed to, or above each display, as approved by an RJR Representative.
- Retailer will not permit advertising of any kind, including that relating to retailers own products, to be affixed to RJR displays (temporary and/or permanent) without prior consent of RJR.
- Retailer agrees to maintain RJR displays and signage (temporary and/or permanent) in an unobstructed manner, in the location agreed upon by an RJR Representative. Changes in location of displays, or effectiveness of display location, will terminate this agreement.
- Retailer will provide RJR equal opportunity with its competitors to place temporary displays and temporary price/promotion signs as requested by an RJR Representative.
- Retailer further agrees that restricting RJR's ability to display, promote or distribute RJR brands, or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of this contract.
- Retailer will permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- RJR reserves the right to modify or terminate this contract after notice to retailer. In event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.
- Should retailer be disqualified under RJR's Retail Partners Merchandising programs, participation in the Co-Marketing Promotion Accrual program will be terminated.

Request for Taxpayer Identification Number and Certification

R. J. Reynolds Tobacco Company must backup withhold tax at the rate of 31% from payee if the payee fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for any calendar year. With an individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) or the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, trusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS Form 575 (Assignment of Employer Identification Number).

**R. J. REYNOLDS TOBACCO COMPANY
PACK OUTLET RETAIL PARTNERS PROGRAM - BASE CONTRACT
SELF-SERVICE**

Request for Taxpayer Identification Number and Certification

R. J. Reynolds Tobacco Company must backup withhold tax at the rate of 31% from payee if the payee fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for any calendar year. With an individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) or the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, trusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS Form 978 (Assignment of Employer Identification Number).

Type of Organization: Corporation ☐ Sole Proprietor ☐ Partnership, Estate, Trust, etc. ☐

Is this a corporation exempt from backup withholding? Yes ☐ No ☐

Please use the appropriate line to fill in the name and Taxpayer Identification Number:

Corporation Name EIN
or
Sole Proprietor's Name S.S. No.
Sole Proprietor's Business Name EIN
or
Partnership, Estate, Trust, etc. EIN

Address (Number, street, and apt. or suite number)

Address (City, state, and ZIP code)

Certification:

Under penalties of perjury, I certify that:

- The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest on your tax return.

Store Name (Please Print) Jamesway Corporation RJR Account No. 0937-00-00
Street Address 40 Hartz Way RJR Territory No. 124060
City/State Secaucus, N.J. Zip Code 07094
Call Classification Discount Branch (If Chain) Headquarters

Type	# Stores	Monthly Payment	Total Quarterly Dollar Amount
PK BASE SS	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
PK BASE SS	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
TOTAL			<input type="text"/>

6-13-95
Date Contract Signed

Retailer's Signature [Signature]
Title:

Contract Effective Date

R. J. REYNOLDS TOBACCO COMPANY
By: [Signature]

FUNCTION	CONTRACT TYPE	PLAN	UNITS	RATE	EFFECTIVE MO/YR
A=ADD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E=END	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D=DELETE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C=CHANGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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R. J. REYNOLDS TOBACCO COMPANY
PACK OUTLET RETAIL PARTNERS PROGRAM - BASE CONTRACT
SELF-SERVICE

R. J. Reynolds Tobacco Company (RJR) is pleased to announce the following Retail Partners program effective April 1, 1995, for retail accounts that meet the following criteria:

- 51% or more total industry volume sold by the pack
- 100+ cartons industry brands and minimum of 17 cartons of RJR brands sold per week.
- Distribution of RJR brands in all price-tiers as required.

Retailers not meeting the above requirements should discuss alternatives with an RJR Representative.

PROGRAM ELEMENTS:

- RJR Full Price pack display in prime position.
- RJR Full Price pack display in primary selling area.
- RJR Savings brand pack display(s) in a primary Savings Brand position.

ELEMENT REQUIREMENTS

Full Price Displays

- Display #1 must be located at #1 cash register in primary position as determined by an RJR representative.
- Display #2 must be located in primary selling area, in a position agreed upon by an RJR representative.
- Both displays must be self-service and may not be obstructed from consumer by competitive displays or other products.

Savings Display

- Selected display(s) must be adequate in size to display and promote ALL RJR Savings Brands designated for display by an RJR representative.
- Multiple displays/locations may be used to adequately merchandise RJR Savings Brands, as approved by an RJR representative.
- Retailer will provide RJR pricing capability no less than parity with other tobacco companies.

Other

RJR reserves the right for final approval of display/advertising types, sizes and locations.

ADDITIONAL REQUIREMENTS

- Retailer further agrees to:
 - Display RJR "Lowest" brands, if applicable
 - Provide RJR accurate volume information
 - Authorize primary and other suppliers to release brand style volume information to RJR.
 - Provide RJR share of available signage (excluding signage on displays/fixtures) equal to RJR Share of Market.
 - Ensure adequate quantity of RJR brands are maintained to minimize out of stock, including brands designated for display.
 - Accept new RJR brand styles, as requested.
 - Permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- Permanent RJR advertising will be affixed to RJR displays/merchandisers utilized under this agreement. Retailer will not permit additional advertising of any kind, including that relating to retailers own products, to be affixed to or interfere with RJR displays.
- Changes in agreed location of displays/advertising, or effectiveness of location will result termination of this agreement.
- Restricting RJR's ability to display, promote or distribute RJR brands or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of the agreement.
- RJR reserves the right to modify or terminate this agreement after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

PAYMENT

RJR volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period. RJR will pay qualifying retailer \$ 90 per month for performance of all requirements under this agreement.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter, but more than one calendar month. Retailer will not deduct amount due under contract from invoices due RJR.